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9 ATTORNEYS FOR PLAINTIFF

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11
12 IN THE UNITED STATES DISTRICT COURT
13 FOR THE EASTERN DISTRICT OF WASHINGTON

14
15 EQUAL EMPLOYMENT OPPORTUNITY
16 COMMISSION,

17 Plaintiff,

18 v.

19 BHW1, LLC.,

20 Defendant.

CIVIL ACTION NO. 3:07-cv-302-FVS

[Proposed] CONSENT DECREE

21
22 I. INTRODUCTION

23 1. This action originated when Andrea Weitz filed a charge with the Equal Employment
24 Opportunity Commission (“EEOC” or “Commission”) on September 26, 2007. Weitz alleged
25 that BHW1, LLC in Spokane, Washington (“BHW1”) discriminated against her based upon her

EEOC v. BHW1, LLC.

[Proposed] CONSENT DECREE & ORDER

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EQUAL EMPLOYMENT
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1 sex (pregnancy) in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et
 2 seq. ("Title VII"), when it terminated her from her permanent, part-time position.

3 2. On August 13, 2007, the EEOC issued a letter of determination with a finding of
 4 reasonable cause that BHW1 violated Title VII when Ms. Weitz was terminated from her
 5 permanent, part-time position. Thereafter, the EEOC attempted to conciliate the charge, but was
 6 unsuccessful.

7 3. The Commission filed its Complaint on September 27, 2007, in the United States
 8 District Court for the Eastern District of Washington. The complaint alleges that BHW1 violated
 9 Title VII by terminating Ms. Weitz because of her sex (pregnancy).
 10

11 4. Defendant denied the allegations of discrimination in the EEOC's complaint.

12 5. The parties want to conclude fully and finally all claims arising out of the EEOC's
 13 complaint, the charge of discrimination filed with the EEOC by Andrea Weitz, and the
 14 complaints filed by the EEOC. The EEOC, Ms. Weitz and BHW1 enter into this Consent
 15 Decree to further the objectives of equal employment as set forth in Title VII.
 16

17 II. JURISDICTION AND VENUE

18 6. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 451, 1331, 1337, 1343
 19 and 1345. This action is authorized pursuant to Sections 706(f)(1) and (3) of Title VII of the
 20 Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e-5(f)(1) and (3), and Section 102 of
 21 the Civil Rights Act of 1991, 42 U.S.C. § 1981a. The employment practices alleged to be
 22 unlawful in the complaint filed herein occurred within in the jurisdiction of the United States
 23 District Court for the Eastern District of Washington.
 24
 25

III. SETTLEMENT SCOPE

7. This Consent Decree is the final and complete resolution of all allegations of unlawful employment practices contained in Weitz's discrimination charge, in the EEOC's administrative determinations, in the complaint filed herein, and any other claims the EEOC could have asserted on her behalf.

8. Nothing in this Consent Decree shall be construed to limit or reduce BHW1's obligation to fully comply with Title VII of the 1964 Civil Rights Act, as amended, the Equal Pay Act, the Age Discrimination Act, and the Americans with Disabilities Act, or the regulations promulgated pursuant thereto.

IV. MONETARY RELIEF

9. In settlement of this lawsuit, BHW1 agrees to pay Andrea Weitz \$53,000, less deductions required by law. Of this \$53,000 settlement payment, \$20,000 reflects payment for wages and the balance reflects compensatory damages. Payment will be made directly to Ms. Weitz at an address to be provided by the EEOC. Payment will be made within seven (7) days after this Consent Decree is entered by the Court.

V. INJUNCTIVE AND OTHER RELIEF

A. General Provisions

10. BHW1, its corporate officers, agents, and employees are enjoined from engaging in practices which unlawfully discriminate against applicants and/or employees on the basis of sex (pregnancy). In recognition of its obligation under Title VII, BHW1 will institute the policies and practices set forth below.

1 B. Anti-Discrimination Policies and Procedures

2 11. BHW1 shall institute and carry out anti-discrimination policies, procedures and
3 training for employees, supervisors and management personnel and will provide equal
4 employment opportunities for all employees. BHW1 will evaluate and modify the practices of
5 its managers and supervisors in order to prevent discrimination in employment. BHW1 will
6 ensure that its managers and supervisors understand its Equal Employment Opportunity (“EEO”)
7 policies and how those policies define and identify what constitutes employment discrimination.
8

9 12. Within ninety (90) days of the date of the effective date of this Consent Decree,
10 BHW1 shall: (a) create an EEO policy to ensure that it adequately prohibits unlawful
11 discrimination against employees on the basis of sex (pregnancy) and addresses BHW1’s
12 obligation to provide a discrimination-free work environment for its employees; and (b)
13 distribute this written EEO policy to all present and future employees, both management and
14 non-management. BHW1 shall provide EEOC with a written copy of its proposed EEO policy
15 prior to distribution.
16

17 C. Training

18 13. Within ninety (90) days of the execution of this Consent Decree, and every 12
19 months thereafter, BHW1 shall present all employees 3 hours of training on employment
20 discrimination issues, including discrimination against employees based on sex (pregnancy).
21

22 14. BHW1 shall notify the EEOC of the completion of the training and specify the
23 names and job titles of all employees who participated in and completed the training as part of its
24 annual reporting to the EEOC.
25

1 D. Expungement of Records

2 15. BHW1 is enjoined from disclosing any information or making reference to any
3 charge of discrimination or this lawsuit in responding to requests for information about Ms.
4 Weitz, except in instances when BHW1 is required to respond to subpoenas by law enforcement
5 agencies or courts with competent jurisdiction. In responding to requests for employment
6 references for Ms. Weitz, BHW1 shall give only her dates of employment and the position that
7 she held.

8 E. Policies Designed to Promote Supervisory Accountability

9 16. BHW1 agrees that it shall impose substantial discipline – up to and including
10 termination, suspension without pay or demotion – upon any supervisor or manager who
11 discriminates against any employee on the basis of sex (pregnancy). BHW1 shall communicate
12 this policy to all of its supervisors and managers.

13 17. BHW1 agrees that the handling of EEO issues shall be considered in the evaluation
14 of a manager's and supervisor's performance.

15 18. BHW1 agrees that it shall include "commitment to equal employment opportunity"
16 as a criterion for qualification for supervisory positions.

17 F. Reporting

18 19. BHW1 shall report in writing and in affidavit form to the EEOC on an annual basis,
19 with the first report due one year from the date of entry of this Consent Decree, the following
20 information:

- 21 a. Certification of the completion of 3 hours of training and a list of attendees;
22 b. Certification that its EEO policy has been distributed to all current and newly hired
23 employees;

1 c. Certification of the expungement of all references to the complaint of discrimination
made by Ms. Weitz from her employment files as specified herein;

2 d. A list of any changes, modifications, revocations and revisions to its EEO policies and
3 procedures which concern or affect the subject of discrimination or retaliation;

4 e. A copy of the anti-discrimination training materials presented to all employees;

5 f. A summary of discrimination complaints, if any, filed by applicants or employees
6 against BHW1 which are reported to management and the resolution of each
7 complaint; and

8 g. A statement certifying that BHW1 has complied with the terms of the Decree. If
9 BHW1 has not complied with any term of the Decree, the statement will specify the
10 areas of noncompliance, the reason for the noncompliance, and the steps taken to bring
BHW1 into compliance.

11 G. Posting

12 20. BHW1 will post a Notice, attached as Exhibit 2 to this Consent Decree.

13 VI. ENFORCEMENT

14 21. If the EEOC determines that BHW1 has not complied with the terms of this Decree,
15 the EEOC will provide written notification of the alleged breach to BHW1. The EEOC will not
16 petition the court for enforcement of the decree for at least thirty (30) days after providing
17 written notification of the alleged breach. The 30-day period following the written notice shall
18 be used by the parties for good faith efforts to resolve the dispute.
19

20 VII. RETENTION AND JURISDICTION

21 22. The United States District Court of the Eastern District of Washington shall retain
22 jurisdiction over this matter for the duration of the decree.

23 VIII. DURATION AND TERMINATION

24 23. This Decree shall be in effect for two (2) years beginning the date this Court enters
25 the Consent Decree. If the EEOC petitions the Court for breach of the Decree, and the court

1 finds BHW1 to be in violation of the terms of the Decree, the Court may extend the duration of
2 the Decree.

3 IX. CONCLUSION

4 24. The parties are not bound by any provision of this decree until it is signed by
5 authorized representatives of each party and entered by the Court.

6 DATED this 17th day of March, 2008

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8
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